

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

FLYER DEFENSE, LLC, a
Delaware Limited Liability
Company, and FLYER NEXT,
LLC, a Delaware Limited
Liability Company,

Plaintiffs,

v.

SCOTTSDALE INSURANCE
COMPANY, an Ohio corporation,

Defendant.

Case No. 2:24-CV-07654-AB (SSC)

[PROPOSED] STIPULATED
PROTECTIVE ORDER¹

Complaint Filed: September 9, 2024
Trial Date: March 2, 2026

1. INTRODUCTION

1.1 Purposes and Limitations. Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted.

Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or

¹ This Stipulated Protective Order is substantially based on the model protective order provided under Magistrate Judge Stephanie S. Christensen's Procedures as of 24 July 2023.

1 items that are entitled to confidential treatment under the applicable
2 legal principles.

3 1.2 Good Cause Statement.

4 The Parties are conducting discovery in the above-captioned
5 litigation from one another and, potentially, third-parties. This
6 discovery will require the disclosure of testimony, documents, and other
7 information that may be considered by the Parties, or non-parties, to
8 contain attorney-client privilege and/or work product information, or
9 non-public information that is confidential, proprietary, commercially
10 sensitive, or the disclosure of which might adversely affect the Party's
11 business.

12 This matter is an insurance coverage litigation arising out of
13 Scottsdale's denial of Plaintiffs' Claim for coverage for the lawsuit
14 entitled *Marvin Engineering Co., Inc. v. Oded Nechushtan, et al.*,
15 currently pending in the Superior Court of California, Los Angeles
16 County, Case No. 22STCV30079 (the "Underlying Litigation"). Certain
17 of the information, documents, and deposition testimony which may be
18 subject to discovery in this action may relate to matters at issue in the
19 Underlying Litigation but are nevertheless privileged or confidential as
20 against any discovery which may be propounded in the Underlying
21 Litigation.
22

23 Moreover, a protective order exists in the Underlying Litigation
24 which requires that certain information relating to that information
25 remain confidential. Documents and information from that action which
26 are designated "confidential" may be requested and/or produced in the
27 present lawsuit, as well as documents contained in Scottsdale's claims
28 handling and underwriting business records, are likely to involve trade

1 secrets, customer and pricing lists and other valuable research,
2 development, commercial, financial, technical and/or proprietary
3 information for which special protection from public disclosure and from
4 use for any purpose other than prosecution of this action is warranted.
5 Such confidential and proprietary materials and information consist of,
6 among other things, confidential business or financial information,
7 information regarding confidential business practices, or other
8 confidential research, development, or commercial information (including
9 information implicating privacy rights of third parties), information
10 otherwise generally unavailable to the public, or which may be privileged
11 or otherwise protected from disclosure under state or federal statutes,
12 court rules, case decisions, or common law.

13 Accordingly, to expedite the flow of information, to facilitate the
14 prompt resolution of disputes over confidentiality of discovery materials,
15 to adequately protect information the parties are entitled to keep
16 confidential, to ensure that the parties are permitted reasonable
17 necessary uses of such material in preparation for and in the conduct of
18 trial, to address their handling at the end of the litigation, and serve the
19 ends of justice, a protective order for such information is justified in this
20 matter. It is the intent of the parties that information will not be
21 designated as confidential for tactical reasons and that nothing be so
22 designated without a good faith belief that it has been maintained in a
23 confidential, non-public manner, and there is good cause why it should
24 not be part of the public record of this case.

26 1.3 Acknowledgment of Procedure for Filing Under Seal. The
27 parties further acknowledge, as set forth in Section 12.3, below, that this
28 Stipulated Protective Order does not entitle them to file confidential

1 information under seal; Local Rule 79-5 sets forth the procedures that
2 must be followed and the standards that will be applied when a party
3 seeks permission from the court to file material under seal.

4 There is a strong presumption that the public has a right of access
5 to judicial proceedings and records in civil cases. In connection with
6 non-dispositive motions, good cause must be shown to support a filing
7 under seal. *See Kamakana v. City and Cnty. of Honolulu*, 447 F.3d
8 1172, 1176 (9th Cir. 2006), *Phillips ex rel. Ests. of Byrd v. Gen. Motors*
9 *Corp.*, 307 F.3d 1206, 1210–11 (9th Cir. 2002), *Makar-Welbon v. Sony*
10 *Elecs., Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated
11 protective orders require good cause showing), and a specific showing of
12 good cause or compelling reasons with proper evidentiary support and
13 legal justification, must be made with respect to Protected Material that
14 a party seeks to file under seal. The parties' mere designation of
15 Disclosure or Discovery Material as CONFIDENTIAL does not—
16 without the submission of competent evidence by declaration,
17 establishing that the material sought to be filed under seal qualifies as
18 confidential, privileged, or otherwise protectable—constitute good cause.
19

20 Further, if a party requests sealing related to a dispositive motion
21 or trial, then compelling reasons, not only good cause, for the sealing
22 must be shown, and the relief sought shall be narrowly tailored to serve
23 the specific interest to be protected. *See Pintos v. Pac. Creditors Ass'n*,
24 605 F.3d 665, 677–79 (9th Cir. 2010). For each item or type of
25 information, document, or thing sought to be filed or introduced under
26 seal in connection with a dispositive motion or trial, the party seeking
27 protection must articulate compelling reasons, supported by specific
28 facts and legal justification, for the requested sealing order. Again,

1 competent evidence supporting the application to file documents under
2 seal must be provided by declaration.

3 Any document that is not confidential, privileged, or otherwise
4 protectable in its entirety will not be filed under seal if the confidential
5 portions can be redacted. If documents can be redacted, then a redacted
6 version for public viewing, omitting only the confidential, privileged, or
7 otherwise protectable portions of the document, shall be filed. Any
8 application that seeks to file documents under seal in their entirety
9 should include an explanation of why redaction is not feasible.
10

11 **2. DEFINITIONS**

12 2.1 Action: this pending federal lawsuit.

13 2.2 Challenging Party: a Party or Non-Party that challenges the
14 designation of information or items under this Order.
15

16 2.3 “CONFIDENTIAL” Information or Items: information
17 (regardless of how it is generated, stored or maintained) or tangible
18 things that qualify for protection under Rule 26(c) of the Federal Rules of
19 Civil Procedure, and as specified above in the Good Cause Statement.

20 2.4 Counsel: Outside Counsel of Record and House Counsel (as
21 well as their support staff).

22 2.5 Designating Party: a Party or Non-Party that designates
23 information or items that it produces in disclosures or in responses to
24 discovery as “CONFIDENTIAL.”

25 2.6 Disclosure or Discovery Material: all items or information,
26 regardless of the medium or manner in which it is generated, stored, or
27 maintained (including, among other things, testimony, transcripts, and
28

1 tangible things), that are produced or generated in disclosures or
2 responses to discovery in this matter.

3 2.7 Expert: a person with specialized knowledge or experience in
4 a matter pertinent to the litigation who has been retained by a Party or
5 its counsel to serve as an expert witness or as a consultant in this Action.

6 2.8 Final Disposition: the later of (1) dismissal of all claims and
7 defenses in this Action, with or without prejudice; and (2) final judgment
8 herein after the completion and exhaustion of all appeals, rehearings,
9 remands, trials, or reviews of this Action, including the time limits for
10 filing any motions or applications for extension of time pursuant to
11 applicable law.

12 2.9 In-House Counsel: attorneys who are employees of a party to
13 this Action. In-House Counsel does not include Outside Counsel of
14 Record or any other outside counsel.

15 2.10 Non-Party: any natural person, partnership, corporation,
16 association, or other legal entity not named as a Party to this action.

17 2.11 Outside Counsel of Record: attorneys who are not employees
18 of a party to this Action but are retained to represent or advise a party to
19 this Action and have appeared in this Action on behalf of that party or
20 are affiliated with a law firm which has appeared on behalf of that party,
21 and includes support staff.

22 2.12 Party: any party to this Action, including all of its officers,
23 directors, employees, consultants, retained experts, and Outside Counsel
24 of Record (and their support staffs).

25 2.13 Producing Party: a Party or Non-Party that produces
26 Disclosure or Discovery Material in this Action.

27 2.14 Professional Vendors: persons or entities that provide
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1 litigation- support services (e.g., photocopying, videotaping, translating,
2 preparing exhibits or demonstrations, and organizing, storing, or
3 retrieving data in any form or medium) and their employees and
4 subcontractors.

5 2.15 Protected Material: any Disclosure or Discovery Material that
6 is designated as “CONFIDENTIAL.”

7 2.16 Receiving Party: a Party that receives Disclosure or Discovery
8 Material from a Producing Party.
9

10 **3. SCOPE**

11 The protections conferred by this Stipulation and Order cover not
12 only Protected Material (as defined above), but also (1) any information
13 copied or extracted from Protected Material; (2) all copies, excerpts,
14 summaries, or compilations of Protected Material; and (3) any
15 testimony, conversations, or presentations by Parties or their Counsel
16 that might reveal Protected Material.
17

18 Any use of Protected Material at trial shall be governed by the
19 orders of the trial judge. This Stipulated Protective Order does not
20 govern the use of Protected Material at trial.
21

22 **4. TRIAL AND DURATION**

23 The terms of this Stipulated Protective Order apply through Final
24 Disposition of the Action.

25 Once a case proceeds to trial, information that was designated as
26 CONFIDENTIAL or maintained pursuant to this Stipulated Protective
27 Order and used or introduced as an exhibit at trial becomes public and
28

1 will be presumptively available to all members of the public, including
2 the press, unless compelling reasons supported by specific factual
3 findings to proceed otherwise are made to the trial judge in advance of
4 the trial. *See Kamakana*, 447 F.3d at 1180–81 (distinguishing “good
5 cause” showing for sealing documents produced in discovery from
6 “compelling reasons” standard when merits-related documents are part
7 of court record). Accordingly, for such materials, the terms of this
8 Stipulated Protective Order do not extend beyond the commencement of
9 the trial.

10 Even after Final Disposition of this litigation, the confidentiality
11 obligations imposed by this Stipulated Protective Order shall remain in
12 effect until a Designating Party agrees otherwise in writing or a court
13 order otherwise directs.

14 15 **5. DESIGNATING PROTECTED MATERIAL**

16
17 5.1 Exercise of Restraint and Care in Designating Material for
18 Protection. Each Party or Non-Party that designates information or
19 items for protection under this Order must take care to limit any such
20 designation to specific material that qualifies under the appropriate
21 standards. The Designating Party must designate for protection only
22 those parts of material, documents, items, or oral or written
23 communications that qualify so that other portions of the material,
24 documents, items, or communications for which protection is not
25 warranted are not swept unjustifiably within the ambit of this Order.

26 Mass, indiscriminate, or routinized designations are prohibited.
27 Designations that are shown to be clearly unjustified or that have been
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1 made for an improper purpose (e.g., to unnecessarily encumber the case
2 development process or to impose unnecessary expenses and burdens on
3 other parties) may expose the Designating Party to sanctions.

4 If it comes to a Designating Party's attention that information or
5 items that it designated for protection do not qualify for protection, that
6 Designating Party must promptly notify all other Parties that it is
7 withdrawing the inapplicable designation.

8 5.2 Manner and Timing of Designations. Except as otherwise
9 provided in this Stipulated Protective Order (*see, e.g.*, second paragraph
10 of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure
11 or Discovery Material that qualifies for protection under this Stipulated
12 Protective Order must be clearly so designated before the material is
13 disclosed or produced.
14

15 Designation in conformity with this Stipulated Protective Order
16 requires:

17 (a) for information in documentary form (e.g., paper or electronic
18 documents, but excluding transcripts of depositions or other pretrial or
19 trial proceedings), that the Producing Party affix at a minimum, the
20 legend "CONFIDENTIAL" to each page that contains protected
21 material. If only a portion or portions of the material on a page
22 qualifies for protection, the Producing Party also must clearly identify
23 the protected portion(s) (e.g., by making appropriate markings in the
24 margins).

25 A Party or Non-Party that makes original documents available for
26 inspection need not designate them for protection until after the
27 inspecting Party has indicated which documents it would like copied
28

1 and produced. During the inspection and before the designation, all of
2 the material made available for inspection shall be deemed
3 CONFIDENTIAL. After the inspecting Party has identified the
4 documents it wants copied and produced, the Producing Party must
5 determine which documents, or portions thereof, qualify for protection
6 under this Stipulated Protective Order. Then, before producing the
7 specified documents, the Producing Party must affix the
8 “CONFIDENTIAL” legend to each page that contains Protected
9 Material. If only a portion or portions of the material on a page
10 qualifies for protection, the Producing Party also must clearly identify
11 the protected portion(s) (e.g., by making appropriate markings in the
12 margins).

13 (b) for testimony given in depositions that the Designating Party
14 identify the Disclosure or Discovery Material on the record, before the
15 close of the deposition all protected testimony. Alternatively, any Party
16 may, no later than fifteen (15) business days after receipt of a final
17 deposition transcript (i.e., fifteen (15) business days after the witness has
18 made any revisions to and certified the transcript, or the time to do so
19 has lapsed, whichever is sooner), designate by page and line all or any
20 portion thereof as confidential under the terms of the Order by providing
21 notice in writing to the other Parties. Until then, the transcript shall be
22 deemed confidential. All copies of deposition transcripts that contain
23 Confidential Material shall be prominently marked “CONFIDENTIAL”
24 on the cover thereof.

26 (c) for information produced in some form other than
27 documentary and for any other tangible items, that the Producing Party
28 affix in a prominent place on the exterior of the container or containers

1 in which the information is stored the “CONFIDENTIAL” legend. If only
2 a portion or portions of the information warrants protection, the
3 Producing Party, to the extent practicable, shall identify the protected
4 portion(s).

5 5.3 Inadvertent Failures to Designate. If timely corrected, an
6 inadvertent failure to designate qualified information or items does not,
7 standing alone, waive the Designating Party’s right to secure protection
8 under this Order for such material. Upon timely correction of a
9 designation, the Receiving Party must make reasonable efforts to assure
10 that the material is treated in accordance with the provisions of this
11 Stipulated Protective Order.
12

13 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

14 6.1 Timing of Challenges. Any Party or Non-Party may
15 challenge a designation of confidentiality at any time that is consistent
16 with the court’s Scheduling Order.
17

18 6.2 Meet and Confer. The Challenging Party shall initiate the
19 dispute resolution process under Local Rule 37.1 et seq. and with
20 Section 2 of Judge Christensen’s Civil Procedures titled “Brief Pre-
21 Discovery Motion Conference.”²

22 6.3 The burden of persuasion in any such challenge proceeding
23 shall be on the Designating Party. Frivolous challenges, and those
24 made for an improper purpose (e.g., to harass or impose unnecessary
25 expenses and burdens on other parties) may expose the Challenging
26

27 ² Judge Christensen’s Procedures are available at
28 <https://www.cacd.uscourts.gov/honorable-stephanie-s-christensen>.

1 Party to sanctions. Unless the Designating Party has waived or
2 withdrawn the confidentiality designation, all parties shall continue to
3 afford the material in question the level of protection to which it is
4 entitled under the Producing Party's designation until the court rules on
5 the challenge.

7. ACCESS TO AND USE OF PROTECTED MATERIAL

8 7.1 Basic Principles. A Receiving Party may use Protected
9 Material that is disclosed or produced by another Party or by a Non-
10 Party in connection with this Action only for prosecuting, defending, or
11 attempting to settle this Action. Such Protected Material may be
12 disclosed only to the categories of persons and under the conditions
13 described in this Order. When the Action reaches a Final Disposition, a
14 Receiving Party must comply with the provisions of section 13 below.

15 Protected Material must be stored and maintained by a Receiving
16 Party at a location and in a secure manner that ensures that access is
17 limited to the persons authorized under this Stipulated Protective
18 Order.

19 7.2 Disclosure of "CONFIDENTIAL" Information or Items.
20 Unless otherwise ordered by the court or permitted in writing by the
21 Designating Party, a Receiving Party may disclose any information or
22 item designated "CONFIDENTIAL" only:

23 (a) to the Receiving Party's Outside Counsel of Record in this
24 Action, as well as employees of said Outside Counsel of Record to whom
25 it is reasonably necessary to disclose the information for this Action;

26 (b) to the officers, directors, and employees (including House
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1 Counsel) of the Receiving Party to whom disclosure is reasonably
2 necessary for this Action;

3 (c) to Experts (as defined in this Order) of the Receiving Party to
4 whom disclosure is reasonably necessary for this Action and who have
5 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

6 (d) to the court and its personnel;

7 (e) to court reporters and their staff;

8 (f) to professional jury or trial consultants, mock jurors, and
9 Professional Vendors to whom disclosure is reasonably necessary for
10 this Action and who have signed the “Acknowledgment and Agreement
11 to Be Bound” (Exhibit A);

12 (g) to the author or recipient of a document containing the
13 information or a custodian or other person who otherwise possessed or
14 knew the information;

15 (h) during their depositions, to stenographers, videographers,
16 witnesses, and attorneys for witnesses, in the Action to whom disclosure
17 is reasonably necessary, provided: (1) the deposing party requests that
18 witnesses sign the “Acknowledgment and Agreement to Be Bound”
19 (Exhibit A); and (2) witnesses will not be permitted to keep any
20 confidential information unless they sign the “Acknowledgment and
21 Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the
22 Designating Party or ordered by the court. Pages of transcribed
23 deposition testimony or exhibits to depositions that reveal Protected
24 Material may be separately bound by the court reporter and may not be
25 disclosed to anyone except as permitted under this Stipulated Protective
26 Order;
27

28 (i) to the Receiving Party’s insurers, reinsurers, or regulators and

representatives of such insurers, reinsurers, or regulators;

(j) to other persons who may be later designated by written agreement of the Parties, or by order of the Court obtained on noticed motion (or on shortened time as allowed by the Court) permitting such disclosure, or who otherwise obtain authorization to receive Confidential Information in accordance with this Stipulated Protective Order; and

(k) to any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

**8. PROTECTED MATERIAL SUBPOENAED OR ORDERED
PRODUCED IN OTHER LITIGATION**

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the

1 Party served with the subpoena or court order shall not produce any
2 information designated in this action as “CONFIDENTIAL” before a
3 determination by the court from which the subpoena or order issued,
4 unless the Party has obtained the Designating Party’s permission. The
5 Designating Party shall bear the burden and expense of seeking
6 protection in that court of its confidential material and nothing in these
7 provisions should be construed as authorizing or encouraging a
8 Receiving Party in this Action to disobey a lawful directive from another
9 court.

10
11 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
12 **PRODUCED IN THIS LITIGATION**

13
14 9.1 Application. The terms of this Stipulated Protective Order
15 are applicable to information produced by a Non-Party in this Action and
16 designated as “CONFIDENTIAL.” Such information produced by Non-
17 Parties in connection with this litigation is protected by the remedies
18 and relief provided by this Order. Nothing in these provisions should be
19 construed as prohibiting a Non-Party from seeking additional
20 protections.

21 9.2 Notification. In the event that a Party is required, by a valid
22 discovery request, to produce a Non-Party’s confidential information in
23 its possession, and the Party is subject to an agreement with the Non-
24 Party not to produce the Non-Party’s confidential information, then the
25 Party shall:

26 (a) promptly notify in writing the Requesting Party and the
27 Non-Party that some or all of the information requested is subject to a
28 confidentiality agreement with a Non-Party;

1 (b) make the information requested available for inspection by
2 the Non-Party, if requested.

3 9.3 Conditions of Production. If the Non-Party fails to seek a
4 protective order from this court within 14 days of receiving the notice
5 and accompanying information, the Receiving Party may produce the
6 Non-Party's confidential information responsive to the discovery request.
7 If the Non-Party timely seeks a protective order, the Receiving Party
8 shall not produce any information in its possession or control that is
9 subject to the confidentiality agreement with the Non-Party before a
10 determination by the court. Absent a court order to the contrary, the
11 Non-Party shall bear the burden and expense of seeking protection in
12 this court of its Protected Material.
13

14 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED**
15 **MATERIAL**
16

17 If a Receiving Party learns that, by inadvertence or otherwise, it
18 has disclosed Protected Material to any person or in any circumstance
19 not authorized under this Stipulated Protective Order, the Receiving
20 Party must immediately (a) notify in writing the Designating Party of
21 the unauthorized disclosures, (b) use its best efforts to retrieve all
22 unauthorized copies of the Protected Material, (c) inform the person or
23 persons to whom unauthorized disclosures were made of all the terms of
24 this Order, and (d) request such person or persons to execute the
25 "Acknowledgment and Agreement to Be Bound" (Exhibit A).
26

27 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR**
28

1 **OTHERWISE PROTECTED MATERIAL**

2 When a Producing Party gives notice to Receiving Parties that
3 certain inadvertently produced material is subject to a claim of privilege
4 or other protection, the obligations of the Receiving Parties are those set
5 forth in Rule 26(b)(5)(B) of the Federal Rules of Civil Procedure. This
6 provision is not intended to modify whatever procedure may be
7 established in an e-discovery order that provides for production without
8 prior privilege review. Pursuant to Rules 502(d) and (e) of the Federal
9 Rules of Evidence, the parties have reached a stipulated agreement on
10 the effect of disclosure of a communication or information covered by the
11 attorney-client privilege or work product protection, which stipulation
12 and related [Proposed] Order is being filed concurrently herewith.
13

14
15 **12. MISCELLANEOUS**

16 12.1 Right to Further Relief. Nothing in this Stipulated
17 Protective Order abridges the right of any person to seek its
18 modification by the court in the future.

19 12.2 Right to Assert Other Objections. By stipulating to the entry
20 of this Stipulated Protective Order no Party waives any right it
21 otherwise would have to object to disclosing or producing any
22 information or item on any ground not addressed in this Stipulated
23 Protective Order. Similarly, no Party waives any right to object on any
24 ground to use in evidence of any of the material covered by this
25 Stipulated Protective Order.

26 12.3 Filing Protected Material. A Party that seeks to file under
27 seal any Protected Material must comply with Local Rule 79-5.
28

1 Protected Material may only be filed under seal pursuant to a court
2 order authorizing the sealing of the specific Protected Material at issue.
3 If a Party's request to file Protected Material under seal is denied by the
4 court, then the Receiving Party may file the information in the public
5 record unless otherwise instructed by the court.

6 12.4 Protective Orders in Underlying Litigation. To the extent
7 that any protective orders which may apply to Protected Material
8 sought to be exchanged between the Parties hereto have been or are
9 hereafter entered in any of the Underlying Litigation, the Parties each
10 covenant that they shall execute such document(s) as may be reasonably
11 required by such protective order(s) to permit the exchange of such
12 Protected Material.

13
14 **13. FINAL DISPOSITION**

15
16 This Order, insofar as it restricts the communication and use of
17 Confidential Material, shall continue to be binding throughout and after
18 the conclusion of this litigation, including any appeals. The obligations
19 of the Parties under this Order shall survive the resolution of this action
20 such that the Parties agree to maintain all Confidential Material as
21 "CONFIDENTIAL" during the pendency of and after the conclusion of
22 this action.

1 **14. VIOLATION**

2 Any violation of this Stipulated Protective Order may be punished
3 by any and all appropriate measures including, without limitation,
4 contempt proceedings and/or monetary sanctions.
5

6 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

7 Dated: January 14, 2025

LOPEZ, BARK & SCHULZ, LLP

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9
10 By: /s/ Joseph R. Wilbert

11 Joseph R. Wilbert
12 Attorneys for Plaintiffs
13 Flyer Defense, LLC and Flyer Next,
14 LLC

15 Dated: January 14, 2025

COZEN O'CONNOR

16
17 By: /s/ Valerie D. Rojas

18 Valerie D. Rojas
19 Attorneys for Defendant
20 Scottsdale Insurance Company

21 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

22
23 DATED: January 15, 2025

24 

25 STEPHANIE S. CHRISTENSEN
26 United States Magistrate Judge
27
28

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ **[print or type full name]**, of

_____ **[print or type full address]**, declare under
penalty of perjury that I have read in its entirety and understand the
Stipulated Protective Order that was issued by the United States
District Court for the Central District of California on **[date]** in the
case of **2:24-cv-07654-AB-SSC** Flyer Defense, LLC et al v. Scottsdale
Insurance Company. I agree to comply with and to be bound by all the
terms of this Stipulated Protective Order and I understand and
acknowledge that failure to so comply could expose me to sanctions
and punishment in the nature of contempt. I solemnly promise that I
will not disclose in any manner any information or item that is subject
to this Stipulated Protective Order to any person or entity except in
strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States
District Court for the Central District of California for the purpose of
enforcing the terms of this Stipulated Protective Order, even if such
enforcement proceedings occur after termination of this action. I
hereby appoint _____ **[print or type full name]**
of _____ **[print or type full address and telephone number]** as

1 my California agent for service of process in connection with this action
2 or any proceedings related to enforcement of this Stipulated Protective
3 Order.

4
5 Date: _____

6 City and State where sworn and
7 signed: _____

8 Printed name: _____

9 Signature: _____
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